



MARITIME SERVICE COMPLIANCE OBLIGATIONS

**For the
USMMA Class of 2016**

BRIEFING GOALS

- 1. Ensure you understand your service compliance obligation**
- 2. Ensure you understand the point at which you become obligated**
- 3. Ensure that if you have question in the future, you know where to find answers**
- 4. Encourage you to take full advantage of career fairs/training opportunities**

YOUR SERVICE OBLIGATION CONTRACT



U.S. Department of Transportation
Maritime Administration

SERVICE OBLIGATION CONTRACT FOR UNITED STATES MERCHANT MARINE ACADEMY

Authority: P.L. 96-453

NAME: (Last, First, MI)

SOCIAL SECURITY NUMBER

DATE OF BIRTH

I hereby accept appointment as a cadet in the United States Merchant Marine Academy (Academy) for the class entering in July _____.

A. ACKNOWLEDGEMENTS

- (1) I acknowledge that the Maritime Administration is hereby conditionally appointing me a cadet pending the approval of my entry as a midshipman into the United States Naval Reserve. My conditional appointment may be immediately revoked if I fail in any respect to meet the requirements established for appointment as a midshipman in the United States Naval Reserve.
- (2) I acknowledge that a prerequisite for continuance of my cadet status at the Academy is enrollment and service in the United States Naval Reserve or an approved substitute reserve component.
- (3) Unless entered into an approved substitute reserve component, I acknowledge that loss of Midshipman status at any time and for any reason constitutes cause for immediate separation from the Academy.

B. SERVICE OBLIGATION COMMITMENT

In consideration for appointment as a cadet to the Academy, I hereby commit to:

- (1) complete the course of instruction at the Academy;
- (2) fulfill the requirements for a license as an officer in the merchant marine of the United States on or before the date of my graduation from the Academy;
- (3) maintain a valid license as an officer in the merchant marine of the United States for at least 6 years following the date of my graduation from the Academy, accompanied by the appropriate national and international endorsements and certifications as required by the United States Coast Guard for service aboard vessels on domestic and international voyages;
- (4) apply for an appointment as, to accept if tendered an appointment as, and to participate as a commissioned officer in the United States Naval Reserve (including the Merchant Marine Reserve, United States Naval Reserve), the United States Coast Guard Reserve, or any other Reserve component of an armed force of the United States, following the date of my graduation from the Academy;
- (5) serve the foreign and domestic commerce and the national defense of the United States for at least 5 years following the date of graduation from the Academy --
 - (a) as a merchant marine officer serving on vessels documented under the laws of the United States or on vessels owned and operated by the United States or by any State or territory of the United States;
 - (b) as an employee in a United States maritime-related industry, profession, or marine science (as determined by the Maritime Administration), if the Maritime Administration determines that service under clause (a) is not available to me;
 - (c) as a commissioned officer on active duty in an armed force of the United States, as a commissioned officer in the National Oceanic and Atmospheric Administration, or other maritime-related employment with the Federal Government which serves the national security interests of the United States, as determined by the Secretary; or
 - (d) by combining the services specified in clauses (a), (b) and (c); and
- (6) submit an annual service obligation compliance report form to the Compliance Specialist, Office of Policy and Plans, Maritime Administration, MAR-410 Room 7123, 400 7th Street, SW, Washington, D.C. 20590 between January 1 and March 1 of each year following the year of graduation, until all components of my service obligation are fulfilled and have been so reported. If I am granted a deferment of the service obligation to engage in a graduate course of study, as described below, reports must be submitted during the period of graduate course study, and then annually for the period following such deferment.

C. BREACH OF SERVICE OBLIGATION CONTRACT

- (1) Failure to complete any of the obligations outlined above constitutes a breach of this agreement.
- (2) Whether at the Academy or at sea, at anytime subsequent to the beginning date of my seventh (7th) trimester, should I fail to complete the course of instruction at the Academy, as prescribed in Section B, Paragraph 1 above, I understand and agree that:
 - (a) I may be ordered by the Secretary of Defense to active duty in one of the armed forces of the United States to serve for a period of time not to exceed 2 years. The determination as to whether I have failed to complete the course of instruction shall be made by the Maritime Administration; or
 - (b) If the Secretary of Defense is unable or unwilling to order me to active duty or if the Maritime Administration determines that reimbursement of the cost of education provided would better serve the interests of the United States, the Maritime Administration may recover the cost of education provided by the Federal Government from me.

- (3) If I have failed to fulfill any part of this Service Obligation Contract as set out in Section B, Paragraphs (2) through (6) above, I understand and agree that:
 - (a) I may be ordered to active duty in one of the armed forces of the United States to serve a period of time not less than three (3) years and not more than the unexpired portion of the service required under Section B, Paragraph 5 above (as determined by the Maritime Administration). The Maritime Administration, in consultation with the Department of Defense, shall determine in which service I shall be ordered to serve such period of time.
 - (b) If the Secretary of Defense is unable or unwilling to order me to active duty under subparagraph (a) above, or if the Maritime Administration determines that reimbursement of the cost of education provided would better serve the interests of the United States, the Maritime Administration may seek to recover the cost of education provided by the Federal Government to me.
- (4) **Indebtedness Agreement:** I agree that if the Maritime Administration decides to proceed against me under either C.2.b. or C.3.b, I will be indebted to the United States and upon request will pay to the United States the "cost of the education provided" to me by the Federal Government as such term is defined in the law and the regulations.
- (5) **Remedies for Cost of Education Provided:** In pursuing its remedies hereunder, I recognize and agree that the Maritime Administration may pursue any remedy available at law or equity and exercise all administrative remedies available to the United States.

D. WAIVERS AND DEFERMENTS:

Upon application by me, the Maritime Administration may waive the remedies for breach of this Service Obligation Contract or defer my service obligations. Waivers and deferments are granted only upon the satisfaction of certain conditions. Information concerning the requirements to obtain such a waiver or deferment are set forth at 46 C.F.R. Part 310; Subpart C. For further information concerning such waivers and deferments, contact the individual listed as the contact on the Maritime Administration's website at <https://mscs.marad.dot.gov>.

E. CONTRACT EMBODIES ENTIRE UNDERSTANDING OF PARTIES, CHANGES CLAUSE

Except as modified by applicable law or regulation, this Service Obligation Contract embodies the entire agreement and understanding among the undersigned relating to this subject matter hereof and supercedes prior agreements and understandings relating to such subject matter. Neither this Service Obligation Contract nor any terms thereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

G. PRIVACY ACT: I have read and understand the Privacy Act Notice below on this form.

SIGNATURE _____

DATE _____

WITNESS (Signature) _____

DATE _____

PRIVACY ACT NOTICE (To Accompany MA Form 889)

In accordance with 5 USC 552a(e)(3), the following statement is provided in connection with your submission of personal information to or for the Maritime Administration.

1. **AUTHORITY** for solicitation of the information: 46 USC 1295b.
2. **PRINCIPAL PURPOSE(S)** for which information is intended to be used: The name and social security number are to be used in the administration of the monitoring of the mandatory service obligation.
3. **ROUTINE USES** which may be made of this information: The social security number is a basic identifier. This information will be maintained by the Maritime Administration in official records and will not be divulged without your written authorization to anyone other than persons involved in monitoring the service obligation (e.g., officials of your school, your employer, DOD, U.S. Coast Guard and NOAA). This form also authorizes your school and your employer to provide to the Maritime Administration any information on you that is necessary for these purposes.
4. Whether or not **DISCLOSURE** of such information is mandatory or voluntary (required by law or optional) and the effects on the individuals, if any, of not providing all or any part of the requested information: Disclosure of the information is voluntary, but failure to sign the Service Obligation Contract will result in immediate disenrollment from the U.S. Merchant Marine Academy.

MA FORM-889 (Rev. 12-2004)

Original Copy - MAR 410

Photo Copy - Midshipman Official Personnel Jacket

Photo Copy - Midshipman

Copies are available by contacting MARAD at Maritime.Graduate@dot.gov or (202) 366-7618

WHEN DO I BECOME OBLIGATED?

- **After attending the Academy for at least 2 academic years**
 - **“Academic year” - completion of 3 trimesters**
- **Start of your 2nd Class (Junior) year**
 - **July 24, 2014**
 - **Whether at the Academy or at sea**
- **If you wish to withdraw prior to obligation**
 - **Contact Commandant’s Office or your ATR**
 - **In writing (email acceptable)**

OBLIGATION REQUIREMENTS

Pre-Graduation:

- 1. Complete the course of instruction at the Academy**
- 2. Pass USCG license exam**
- 3. Graduate**

Post-Graduation:

- 1. Service/Employment**
- 2. Annual Reporting – Including Active Duty**
- 3. Maintain USCG Merchant Mariner Credential (MMC), TWIC, Medical Certificate**
- 4. Reserve Obligation**

POST GRADUATION SERVICE

- Serve in the foreign and domestic commerce and the national defense of the United States for at least five (5) years following graduation as:
 - *A merchant marine officer on a U.S. documented vessel (150 days min)*
 - A commissioned officer on active duty in the U.S. armed forces or uniformed service (National Oceanic and Atmospheric Administration (NOAA) Corps or Public Health Service (PHS) Corps)
 - With the Federal government in a maritime-related position that serves the national security interests. **Requires MARAD Approval**
 - Foreign Flag. **Requires MARAD Approval. A graduate's first priority is to seek afloat employment on U.S. flag vessels.**
 - **You must submit evidence to MARAD that you have conscientiously sought afloat employment as a merchant marine officer on a U.S. documented vessel and that such employment is not available**

POST GRADUATION SERVICE (Continued)

- **Serve in the foreign and domestic commerce and the national defense of the United States for at least five (5) years following graduation:**
 - **Ashore, in a U.S. maritime related industry, profession or marine science. Requires MARAD Approval**
 - **You must submit evidence to MARAD that you have conscientiously sought afloat employment as a merchant marine officer on a U.S. documented vessel and that such employment is not available**
 - **Only if MARAD determines that service afloat is not available to the individual**
 - **MARAD will grant the shoreside employment option infrequently and only on the basis of comprehensive evidence.**

SEA SERVICE CALCULATIONS

- **150 days afloat = good year**
- **1 day = 1 day**
- **12 month increments from date of Graduation**
 - **All report January 1 – March 1 each year**
 - **5 years service = 5 years from date of graduation**
- **Must be signed onboard in the capacity of a crew member or onboard as a Pilot trainee**
 - **Discharge certificate or letter of sea service required with annual reporting**

POST-GRADUATION REPORTING

- Who is required to report? **Everyone, including Active Duty Military**
- How often do you report? **Annually**
- When is your first report due? **NLT March 1, 2017**
 - Reporting period is January 1- March 1 each year
 - Report is for the previous calendar year
- How many years do you need to report?
 - Minimum of 7 annual reports
 - Or until service obligation is fulfilled, 7+ years for deferrals
- How do I report? **Maritime Service Compliance System**
 - <https://mscs.marad.dot.gov/>
 - If unable to access MSCS, hard copy may be submitted

POST-GRADUATION USCG CREDENTIAL & TWIC

- **Maintain a USCG Credential for minimum 6 years**
 - **USCG Credentials expire after 5 years so one upgrade or renewal is necessary**
 - **Maintain license and STCW endorsements**
- **Maintain a valid TWIC for 6 years**
- **Maintain a valid medical certificate**
- **Exemption: Active Duty ~ An individual who for the 5 year period following graduation serves as a commissioned officer on active duty in an armed forces of the U.S. or the uniformed service (NOAA or Public Health Service) shall be excused from this requirement but still must annually report compliance**

POST GRADUATION RESERVE COMMISSION

- Apply for and accept, if tendered, an appointment as a commissioned officer in the reserves of the armed forces of the United States and maintain that commission for at least six (6) years after graduation
- Liaison Officers on campus for each of the armed forces
- Explore your options!



SUMMARY

Once obligated you must:

Pre-Graduation:

- 1. Complete the course of instruction at the Academy**
- 2. Obtain a USCG Merchant Mariner Credential**
- 3. Graduate**

SUMMARY (Continued)

Once obligated you must:

Post-Graduation:

- 1. Sail, Active Duty, or Approved service - 5 year**
- 2. Maintain a USCG Credential, with license and STCW endorsements, a valid medical certificate, and a TWIC for at least 6 years after graduation**
- 3. Serve for a period of at least 6 years in the U.S. Naval Reserve, the USCG Reserve, or any other reserve unit of an armed force of the United States**
- 4. Report compliance annually via Maritime Service Compliance System**

If you serve on active duty in the Armed Forces of the United States for a minimum of 5 years you are exempt from obligations 2 & 3 above, but you still must annually report compliance.

ENFORCEMENT OF OBLIGATIONS

- Failure to meet any component of your obligation, including reporting, may result in a breach of your Service Obligation Commitment.
- If you are found in default prior to graduation:
 1. Referred to DOD for Active Duty Service in one of the US armed forces for up to **2** years, or
 2. Repay Cost - USMMA Education.
- If you are found in default after graduation:
 1. Referred to DOD for Active Duty Service in one of the US armed forces for not less than **3** years and not more than the unexpired portion of the **5** year service obligation , or
 2. Repay Cost - USMMA Education = Approx. \$220,000

ASSISTANCE/QUESTIONS

Information on Your Service Obligation:

1. Your USMMA Contract - **Copy available upon request**
2. Letter from the MARAD Executive Director
3. MARAD MSCS Website
<https://mscs.marad.dot.gov>
4. Questions about Service Obligation Compliance:
email: maritime.graduate@dot.gov
Phone: (202) 366-7618

ANY QUESTIONS

